Island County
Master Mutual Aid Agreement

This Agreement is entered into and between all parties who have executed this Agreement as signatory parties thereto (individually "Party" or collectively "Parties"), including:

- Island County
- City of Oak Harbor
- Town of Coupeville
- City of Langley
- North Whidbey Fire and Rescue
- Central Whidbey Island Fire & Rescue
- South Whidbey Fire/EMS
- Camano Island Fire Department
- Whidbey Island Public Hospital District
- Island County Public Transportation Benefit Area, dba Island Transit

This Island County Mutual Aid Agreement (hereinafter "Agreement") is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, Island County and each of the political subdivisions within the county maintain resources for response to emergencies and disasters;

WHEREAS, in the event of a major emergency or other disaster, each of the Parties may need the assistance of the other Parties to provide equipment and personnel; and

WHEREAS, it is in the interest of the people of Island County, and the political subdivisions within the County, that public agencies work together to mitigate the impact of emergencies and disasters; and

WHEREAS, the Parties hereto executed a Mutual Aid Agreement Between Public Agencies on July 22, 1996; and

WHEREAS, subject to section 2 of the 1996 Mutual Aid Agreement, the Parties hereto mutually agree to terminate the 1996 Mutual Aid Agreement upon execution of the Island County Master Mutual Aid Agreement.

NOW THEREFORE, the Parties agree as follows.

II. Definitions

1.0 **Incident Commander:** The individual designated by the Requesting Agency who is charged with overall management and command of an emergency incident pursuant to the National Incident Management System.

2.0 **Mutual Aid:** Provision of apparatus, personnel, and equipment as reasonably necessary and available to assist a requesting agency in matters relating to the services needed by a requesting agency.

3.0 **Requesting Agency:** A Party to this Agreement who has made a request for mutual aid from another Party pursuant to the terms of this Agreement.

4.0 **Responding Agency:** A Party to this Agreement who has agreed to provide mutual aid to another Party pursuant to the terms and conditions of this Agreement.

III. Agreement

1.0 **Request for Assistance.** The incident commander of a Requesting Agency is authorized to request assistance from any other Party to this Agreement if confronted with an emergency situation requiring the need for resources beyond those available to the Requesting Agency.

2.0 **Response to Request.** Upon receipt of such a request, the Party receiving the request shall immediately take the following action:

2.1 Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.

2.2 Determine what available equipment and what available personnel could be dispatched in accordance with the operating plans and procedures established by the Parties.

2.3 In the event the needed equipment and personnel are available, dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

2.4 In the event the needed equipment and personnel are not available, immediately advise the Requesting Agency of such fact.

3.0 **No Requirement to Render Aid.** All personnel, resources, and services provided under the terms of this Agreement are furnished and/or supplied voluntarily and at the discretion of the Responding Agency. The Responding Agency shall have the primary interest of protecting its own constituency. Nothing herein shall limit the legislative discretion of the governing bodies of the Parties to determine their budget needs and determine appropriate levels of service, and nothing in this Agreement shall imply a duty to levy taxes, appropriate funds or enter into specific

terms of a Collective Bargaining Agreement (CBA) in order to effectuate the terms of the Agreement.

4.0. **Command Responsibility at Emergency Scene.** Each Party to this Agreement retains authority and responsibility for command within their own jurisdiction. Incident Commander of the Requesting Party shall be in command of the operations under which the equipment and personnel sent by the Responding Agency shall serve. However, Requesting Party does not have the authority to command operations in such a manner as to violate the policies and procedures in place by the Responding Agency, existing CBA, or standard safety codes for the incident at hand.

4.1 **Proper Refusal of Risk.** If, based on incident specific information relayed by on-scene personnel of the responding agency to the supervisor of the responding agency's resources it is determined that the risk associated with a specific task is unreasonable or contradict those guidelines established by responding agency's based on 1) assessment of hazards, 2) the capability of the resources, or 3) ability to mitigate the hazards, such determination shall be immediately relayed to the requesting agency. Possible alternative suggestions may be discussed; however, the responding agency reserves the right to terminate the assignment (if deployed) or may refuse the assignment prior to dispatching personnel. An assignment may be determined unsafe based on the situation at hand as solely determined by the responding agency. Situations deemed unsafe may include but are not limited to: 1) There is a violation of safe work practices, 2) environmental conditions make the work unsafe, 3) personnel lack the necessary qualifications or experience, or 4) the required equipment to safely perform the work is not available, or 5) the response activities violate the policies and procedures of the responding agency. If an assignment is refused or terminated, it shall be reported through the chain of command to the incident commander of the requesting agency. Nothing in this section 4.1 shall limit a responding agency's discretion in responding to a mutual aid request as set forth in Section 3.0.

5.0. **Termination of Service.** The equipment and personnel of the Responding Agency shall be released from service and returned to the responding district by the Incident Commander: 1) as soon as conditions may warrant, or 2) If incident specifics change and equipment is required within the Responding Agency's Jurisdiction.

6.0. **Liability.**

6.1. **No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid under this Agreement.

6.2. Each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its employees, officers and officials. Such liability shall be apportioned among the at-fault Agencies or other at fault persons or entities in accordance with the laws

of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

6.3 Nothing herein shall be interpreted to:

(a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.

(b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

(c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

6.7 **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

7.0 **Insurance.**

7.1 The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least
$2,000,000 for each occurrence.

7.2 To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard, each Party utilizing a self-insurance retention program waives subrogation for any payment thereunder.

8.0. **Compensation.** Each Party agrees that it will not seek compensation for services rendered

under this Agreement from the other Party requesting assistance unless it becomes a declared and reimbursable event or if insurance compensates for expenses. This provision shall not limit two or more Parties from entering into a separate agreement in other areas or on different conditions for compensation.

9.0 **Pre-Emergency Planning.** The Parties to this Agreement shall, from time to time, mutually establish pre-emergency plans which shall indicate the types and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and ensure the proper protection by the Responding Agency of its own geographical area.

10.0 **Non-Exclusive Agreement.** The Parties to this Agreement shall not be precluded from entering into similar Agreements or first response Agreements with others.

11.0 **Withdrawal.** Any Party shall have the right to withdraw from this Agreement at any time by providing written notice to every other Party as follows:

11.1 Written notice shall be served by any Party hereto upon the other Party or Parties of its intention to withdraw from the Agreement. Such notice shall be served not less than thirty (30) days prior to the withdrawal date set forth therein and a copy shall be forwarded to each Party signatory hereto. Said notice shall automatically terminate the Agreement as to the withdrawing Party on the date set out unless rescinded prior thereto in writing.

11.2 Such withdrawal shall not affect the continuation of the Agreement as to any Party not indicating an intention to withdraw as provided herein.

11.3 Withdrawal shall not preclude future agreements for mutual aid between the Parties.

12.0 **Equipment.** The Parties to this Agreement do not anticipate the joint purchase of any personal property. Nothing in this Agreement transfers title or ownership of any equipment or personal property used pursuant to this Agreement.

13.0 **Administration of this Agreement.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the Fire Chiefs, Police Chiefs, Sheriff, and Department Directors of the respective Parties.

14.0 **Status of Personnel.** No employee of any Party to this Agreement shall be deemed to have become an employee of another Party or be covered by any insurance or pension plans of another Party by the employee's participation in the performance of this Agreement.

15.0 **Duration and Effective Date.** This Agreement shall take effect and be in full force and effect upon execution by all parties and recording with the Island County Auditor. The duration of this Agreement shall be for one (1) year commencing from the date of signing, provided that this

Agreement shall be automatically continued from year to year unless terminated as provided above.

16.0. **Notice.** Any notices given under this Agreement shall be deemed to be sufficient if in writing and delivered personally or sent via certified mail to the Party affected at the address set forth on the signature page.

17.0 **No Benefit to Third Parties.** Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

18.0 **Separate Property.** It is not contemplated that any property, real or personal, will be acquired by any Party separately or jointly as a result of this Agreement. No separate fund shall be established with regard to this Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.

19.0 **Drafting.** Each Party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

20.0 **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.

21.0 **Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

22.0 **Amendment.** No modification, termination or amendment of this Agreement may be made except by written Agreement signed by all Parties.

23.0 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties concerning the matters addressed herein. This Agreement supersedes and nullifies any previous Agreements or understandings, whether written and oral, between those Parties to this Agreement.

24.0 **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

Island County

By: [signature]

Its: Chair, BOICC

Date: 3/19/2024

Central Whidbey Island Fire & Rescue

By

Its

Date

City of Oak Harbor

By:

Its:

Date:

South Whidbey Fire/EMS

By

Its

Date

Town of Coupeville

By:

Its:

Date:

Camano Island Fire Department

By

Its

Date

City of Langley

By:

Its:

Date:

Whidbey Island Hospital District

By

Its

Date

North Whidbey Fire and Rescue

By:

Its:

Date:

Island County Public Transportation Benefit Area dba Island Transit

By:

Its:

Date:

Island County

By: _____

Its: _____

Date: _____

Central Whidbey Island Fire & Rescue

By _____

Its _____

Date _____

City of Oak Harbor

By: _____

ROBERT T. SEVERNS

Its: Mayor

Date: 08-09-2023

South Whidbey Fire/EMS

By _____

Its _____

Date _____

Town of Coupeville

By: _____

Its: _____

Date: _____

Camano Island Fire Department

By _____

Its _____

Date _____

City of Langley

By: _____

Its: _____

Date: _____

Whidbey Island Hospital District

By _____

Its _____

Date _____

North Whidbey Fire and Rescue

By: _____

Its: _____

Date: _____

Island County Public Transportation Benefit Area dba Island Transit

By: _____

Its: _____

Date: _____

Island County

By: _____

Its: _____

Date: _____

Central Whidbey Island Fire & Rescue

By _____

Its _____

Date _____

City of Oak Harbor

By: _____

Its: _____

Date: _____

South Whidbey Fire/EMS

By _____

Its _____

Date _____

Town of Coupeville

By: Molly Hughes

Its: Mayor

Date: 2/6/2024

Camano Island Fire Department

By _____

Its _____

Date _____

City of Langley

By: _____

Its: _____

Date: _____

Whidbey Island Hospital District

By _____

Its _____

Date _____

North Whidbey Fire and Rescue

By: _____

Its: _____

Date: _____

Island County Public Transportation Benefit Area dba Island Transit

By: _____

Its: _____

Date: _____

Island County

By: _____

Its: _____

Date: _____

Central Whidbey Island Fire & Rescue

By _____

Its _____

Date _____

City of Oak Harbor

By: _____

Its: _____

Date: _____

South Whidbey Fire/EMS

By _____

Its _____

Date _____

Town of Coupeville

By: _____

Its: _____

Date: _____

Camano Island Fire Department

By _____

Its _____

Date _____

City of Langley

By: Scott Chapin

Its: Mayor

Date: October 16, 2023

Whidbey Island Hospital District

By _____

Its _____

Date _____

North Whidbey Fire and Rescue

By: _____

Its: _____

Date: _____

Island Transit

By: _____

Its: _____

Date: _____

Island County

By:

Its:

Date:

Central Whidbey Island Fire & Rescue

By

Its

Date

City of Oak Harbor

By:

Its:

Date:

South Whidbey Fire/EMS

By

Its

Date

Town of Coupeville

By:

Its:

Date:

Camano Island Fire Department

By

Its

Date

City of Langley

By:

Its:

Date:

Whidbey Island Hospital District

By

Its

Date

North Whidbey Fire and Rescue

By: Mark Koon

Its: Board Chairman

Date: 8-8-2023

Island County Public Transportation Benefit Area dba Island Transit

By:

Its:

Date:

Island County

By: _____

Its: _____

Date: _____

Central Whidbey Island Fire & Rescue

By Jerry Helm

Its Fire Chief

Date 8/1/23

City of Oak Harbor

By: _____

Its: _____

Date: _____

South Whidbey Fire/EMS

By _____

Its _____

Date _____

Town of Coupeville

By: _____

Its: _____

Date: _____

Camano Island Fire Department

By _____

Its _____

Date _____

City of Langley

By: _____

Its: _____

Date: _____

Whidbey Island Hospital District

By _____

Its _____

Date _____

North Whidbey Fire and Rescue

By: _____

Its: _____

Date: _____

Island County Public Transportation Benefit Area dba Island Transit

By: _____

Its: _____

Date: _____

Island County	**Central Whidbey Island Fire & Rescue**
By:	By
Its:	Its
Date:	Date
City of Oak Harbor	**South Whidbey Fire/EMS**
By:	By
Its:	Its FIRE COMMISSIONER, (CHAIR)
Date:	Date 08/15/23.
Town of Coupeville	**Camano Island Fire Department**
By:	By
Its:	Its
Date:	Date
City of Langley	**Whidbey Island Hospital District**
By:	By
Its:	Its
Date:	Date
North Whidbey Fire and Rescue	**Island County Public Transportation Benefit Area dba Island Transit**
By:	By:
Its:	Its:
Date:	Date:

Island County

By: _____

Its: _____

Date: _____

Central Whidbey Island Fire & Rescue

By _____

Its _____

Date _____

City of Oak Harbor

By: _____

Its: _____

Date: _____

South Whidbey Fire/EMS

By _____

Its _____

Date _____

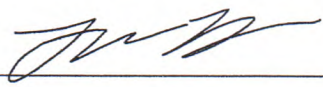
Town of Coupeville

By: _____

Its: _____

Date: _____

Camano Island Fire Department

By 

Its Fire Chief

Date 21 August 2023

City of Langley

By: _____

Its: _____

Date: _____

Whidbey Island Hospital District

By _____

Its _____

Date _____

North Whidbey Fire and Rescue

By: _____

Its: _____

Date: _____

Island County Public Transportation Benefit Area dba Island Transit

By: _____

Its: _____

Date: _____

Island County

By: _____

Its: _____

Date: _____

Central Whidbey Island Fire & Rescue

By _____

Its _____

Date _____

City of Oak Harbor

By: _____

Its: _____

Date: _____

South Whidbey Fire/EMS

By _____

Its _____

Date _____

Town of Coupeville

By: _____

Its: _____

Date: _____

Camano Island Fire Department

By _____

Its _____

Date _____

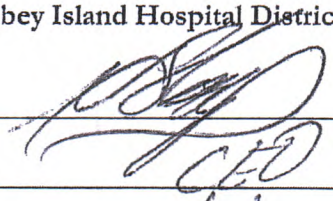
City of Langley

By: _____

Its: _____

Date: _____

Whidbey Island Hospital District

By 

Its CEO

Date 8/3/23

North Whidbey Fire and Rescue

By: _____

Its: _____

Date: _____

Island County Public Transportation Benefit Area dba Island Transit

By: _____

Its: _____

Date: _____

Island County

By:

Its:

Date:

Central Whidbey Island Fire & Rescue

By

Its

Date

City of Oak Harbor

By:

Its:

Date:

South Whidbey Fire/EMS

By

Its

Date

Town of Coupeville

By:

Its:

Date:

Camano Island Fire Department

By

Its

Date

City of Langley

By:

Its:

Date:

Whidbey Island Hospital District

By

Its

Date

North Whidbey Fire and Rescue

By:

Its:

Date:

Island County Public Transportation Benefit Area dba Island Transit

By: Todd E Morrow

Its: Executive Director

Date: August 2, 2023

ATTACHMENT Event Date: Tue Mar 19 00:00:00 PDT 2024
Page 17 of 17 Tue Mar 19 00:00:00 PDT 2024